

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by Ahmed Moustafa ("Employee") and the University of Iowa ("University").

WHEREAS, Employee was employed by the University from on or about December 20, 2014 through January 8, 2015; and,

WHEREAS, Employee and the University have concluded discussions concerning the issues surrounding Employee's employment with the University; and

WHEREAS, Employee and the University wish to resolve all matters relating to Employee's employment;

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration, and intending to be legally bound by the provisions herein, the parties agree as follows:

- 1. Payment to Employee.** University agrees to pay to Employee the gross sum of \$2,000.00, subject to standard payroll tax withholding (the "Settlement Payment"). The Settlement Payment will be made by the University within five business days of the execution of this Agreement by Employee and will be delivered to the law office of Cronk & Waterman, PLC, 702 South Gilbert Street, Suite 111, Iowa City, Iowa 52244. The Settlement Payment is tendered in full, final, and complete settlement of all claims made by Employee in connection with his employment with the University and, subject to the attorney's fees provision below, any fees, expenses, and costs that Employee and/or his attorney(s) may have incurred.
- 2. Attorney's Fees.** University agrees to pay Employee's attorney Paul K. Waterman the gross sum of \$900.00. Payment of fees will be made concurrently with the Settlement Payment referenced above.
- 3. Waiver and Release.** In consideration of the terms set forth above, Employee hereby waives, releases, acquits, and forever discharges the State of Iowa, the State of Iowa Board of Regents, the University, and its officers, employees, and agents (collectively, the "Releasees") from all liability whatsoever for all claims, demands, causes of action, whether known or unknown, and whether or not in litigation which he may have or which could be asserted by another on his behalf, based on any action, omission, or event arising from his employment or tenure or other relationship at the University, through and including the execution date of this Agreement. Such waiver and release includes the withdrawal of any complaints or grievances, currently pending or contemplated against the University, its employees, or its agents.
- 4. Covenant Not to Sue.** Employee further agrees, promises and covenants that neither he, nor any person, organization or any other entity acting on his behalf will file, charge, claim, sue or cause or permit to be filed, charged or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief or other) against the University, Board of Regents, State of Iowa, their affiliates and successors and its and their officers, directors, employees, agents and representatives, involving any matter which occurred in the past up to date of this Agreement, including any continuing effects thereof, or otherwise involving any claims, demands, causes of action, obligations, damages or liabilities which are the subject of this Agreement.
- 5. Representation of Comprehension of Agreement.** Employee and the University enter into the Agreement knowingly and voluntarily with full understanding of the terms and provisions herein, having been advised to and had the opportunity for consultation with legal counsel.

6. No Admission of Liability. This Agreement is not, and shall not in any way be construed as an admission by the University or any of the Releasees that s/he/it violated any federal, state or local law. The parties have entered into this Agreement for the sole purpose of resolving the employment concerns so as to avoid the burden, expense, delay, and uncertainties of proceeding through formal legal processes.

7. Public Record and Executive Order 85. The parties agree that this Agreement is a public record under Iowa Code Ch. 22. The parties acknowledge that this Agreement is subject to Executive Order 85 and must be approved by the Executive Director of the Board of Regents and the President of the University and be reviewed by the Attorney General or his designee. This Agreement is not effective until it has received all necessary review and approvals. This Agreement will be posted to the Board of Regents web page.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

9. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, arrangements, and communications, whether oral or written, pertaining to Employee's employment with the University.

This Agreement shall not be modified or amended except by written agreement of the parties.

AHMED MOUSTAFA


Ahmed Moustafa

04/20/15
Date

THE UNIVERSITY OF IOWA

By: 
Jean Robillard

4/22/2015
Date


Kevin Ward
University Human Resources

4/16/15
Date


Carrol Reasoner
Office of the General Counsel

4-15-15
Date

Governing Iowa's public universities and special schools

University of Iowa
Iowa State University
University of Northern Iowa
Iowa School for the Deaf
Iowa Braille and Sight Saving School
Lakeside Laboratory Regents Resource Center
Northwest Iowa Regents Resource Center
Quad-Cities Graduate Center
Southwest Iowa Regents Resource Center



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Executive Order Number Eighty-Five
Routing/Review Approval of Personnel Settlement Agreement

*Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **After signing, please return to the attention of BOR – General Counsel.** If "denied," please return to BOR – General Counsel.*

In the matter of: Ahmed Moustafa

Institutional Staff: Jamie Jorgensen

Office of the Attorney General

Reviewed by (Print Name): Diane M. Stahle

Reviewer's Signature: *Diane M. Stahle*

Date: 4/7/15 9:30 AM Reviewed: Redacted:

Institution: _____

Institutional Head's Printed Name: _____

Institutional Head's Signature: *Sally Mars*

Date: 4/15/15 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Robert Donley

Executive Director's Signature: *Robert Donley*

Date: 5.1.15 Approve: Deny: